

RESOLUTION NO. 07-058a

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF HIALEAH GARDENS FOR ONE YEAR, ENDING ON AUGUST 31, 2007 TO REPAIR POLICE VEHICLES FOR THE CITY OF HIALEAH GARDENS AT \$30.00 AN HOUR THROUGH MAY 31, 2007 AND AT \$40.00 AN HOUR THEREAFTER AND TO ALLOW HIALEAH GARDENS POLICE OFFICERS TO FUEL HIALEAH GARDENS OWNED POLICE VEHICLES AT FIRE STATION NO. 7 AT THE SAME RATE CHARGEABLE TO THE CITY OF HIALEAH WITH AN OPTION TO RENEW FOR ONE YEAR.

WHEREAS, the City of Hialeah finds that it is in the best interest of the City and its residents to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City of Hialeah will receive additional revenue by performing repairs at its fleet facility of approximately 56 police vehicles in conjunction with its general operation and at the same time, provide a greatly needed and cost-effective service to the City of Hialeah Gardens.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted ~~and~~ incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an interlocal agreement with the City of Hialeah Gardens for one year ending on August 31, 2007 to repair police vehicles for the City of Hialeah Gardens at \$30.00 an hour through May 31, 2007 and at \$40.00 an hour thereafter and to allow Hialeah Gardens police officers to fuel Hialeah Gardens owned police vehicles at Fire Station No. 7 at the same rate chargeable to the City of Hialeah, with an option to renew for one year.

PASSED AND ADOPTED this 22 day of May, 2007.



Esteban Bovo
Council President

Attest:

Approved on this 2 day of July, 2007.



Rafael E. Granado, City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a 6-0-1 vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Hernandez, Miel and Yedra voting "Yes" and Councilmember Gonzalez absent.

**INTERLOCAL AGREEMENT BETWEEN CITY OF HIALEAH
AND THE CITY OF HIALEAH GARDENS**

This Interlocal Agreement ("agreement") entered into this 7th day of Aug. 2007, 2007, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, located at 501 Palm Avenue, Hialeah, Florida 33010 and the City of Hialeah Gardens, a Florida municipal corporation, located at 10001 N.W. 87th Avenue, Hialeah Gardens, Florida 33016.

RECITALS

WHEREAS, the City of Hialeah, Florida and the City of Hialeah Gardens, Florida agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, the City of Hialeah has authorized and approved the execution of this Agreement, and

WHEREAS, the City of Hialeah Gardens has authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

1. TERM

This term of this agreement is one year, commencing on September 1, 2006 and ending on August 31, 2007. This agreement will be in effect during the term indicated above. All activities as described in Article 2. shall be undertaken, performed and completed within the term provided herein. The parties may agree to a successive one-year renewal of the agreement.

2. RESPONSIBILITIES

The City of Hialeah will provide repair service at its Fleet Maintenance Facility located at 5601 East 8 Avenue, Hialeah, Florida for approximately 56 police vehicles owned and operated by the City of Hialeah Gardens under the following terms and conditions:

A. Vehicle repairs.

1. The City of Hialeah Gardens or a towing company under the direction of the City of Hialeah Gardens shall transport and deliver the police vehicle for repair to the Hialeah Fleet Maintenance Facility.

2. The City of Hialeah Gardens shall provide a written request for repairs, including a description of the nature and extent of any damage to the vehicle. The City of Hialeah shall inspect the vehicle at the point of delivery to confirm damages.
3. The City of Hialeah shall perform necessary repairs or replacement of parts within a reasonable period with the understanding by all parties that repairs to City of Hialeah emergency vehicles or equipment takes precedence over repairs pursuant to this agreement.

B. *Fuel allocation.*

1. The City of Hialeah shall provide access to fuel pumps located at Fire Station Number 7 to designated City of Hialeah Gardens police officers to obtain gasoline for police vehicles. The City of Hialeah shall provide gasoline cards for each vehicle user. Each vehicle user shall be required to present the card in order to obtain fuel at the designated site.

3. COMPENSATION AND PAYMENT TERMS

The labor for motor vehicle repairs shall be charged at \$30.00 an hour through May 31, 2007 and at \$40.00 an hour thereafter. Parts shall be charged at the cost to the City of Hialeah. The City of Hialeah shall submit a written invoice for payment for labor and parts on a monthly basis for services performed during the previous calendar month. City of Hialeah Gardens shall make payment no later than 30 days after the date of the invoice.

Gasoline shall be charged at the same rate that the City of Hialeah utilizes in connection with its operation. The City of Hialeah shall submit a written invoice of gasoline usage to the City of Hialeah Gardens for payment of gasoline used on a monthly basis for each month of use. A computer printout generated from the Phoenix Card system shall be considered the invoice. The City of Hialeah Gardens shall fully cooperate with the City of Hialeah in providing information of police officers and vehicles for billing purposes. The City of Hialeah Gardens shall make payment no later than 30 days after the date of the invoice.

4. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

5. NOTICES

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by U.S. mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which

personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF HIALEAH

Carlos Berriz, Director
Fleet Maintenance Department
5601 East 8 Avenue
Hialeah, Florida 33012
Telephone: (305) 769-7729
FAX: (305) 953-2009

CITY OF HIALEAH GARDENS

Manuel Carrera
Fleet Director/Community Relations Officer
10001 N.W. 87 Avenue
Hialeah Gardens, Florida 33016
Telephone: (305) 558-3333 Extension 16
FAX: (305) 362-3449

6. NONDELEGABLE AND NONASSIGNABLE

The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm, unless the written consent to the performance or assignment of such service, or any part thereof, by another person or firm is first obtained. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

7. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

8. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

9. INDEMNIFICATION

Subject to the limitations set forth in section 768.28, Florida Statutes, the City of Hialeah Gardens hereby agrees to indemnify the City of Hialeah, against, and agrees to protect, save and keep the City of Hialeah harmless from any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, expenses and disbursements, including legal fees and expenses, of whatsoever kind and nature, imposed on, incurred by or asserted against the City of Hialeah, its Officers, Agents, Employees, Volunteers and their successors and assigns, in any way relating to the City of Hialeah's repairing of police vehicles for the City of Hialeah Gardens, and the fueling of the City of Hialeah Gardens' police vehicles at fire station no. 7 and/or the main city pumps.

10. RELEASE OF CLAIMS

The City of Hialeah Gardens covenants not to sue and forever discharges the City of Hialeah, its Officers, Agents, Employees, Volunteers and their successors and assigns (the released parties) of all liabilities, claims, actions, damages, costs or expenses that the City of Hialeah Gardens may have against the released parties arising out of or in any way connected with the City of Hialeah's repairing of police vehicles for the City of Hialeah Gardens, and the fueling of the City of Hialeah Gardens' police vehicles at fire station no. 7 and/or the main city pumps, whether caused by the **NEGLIGENCE** of the released parties or otherwise.

11. TERMINATION

Each party retains the right to terminate this agreement, with or without cause, at any time. If the City of Hialeah terminates this agreement, the City of Hialeah Gardens shall pay the City of Hialeah for those services performed prior to the date of termination.

12. NONDISCRIMINATION

The parties agree that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

13. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure to delay is due to hurricane, flooding, tornado or other adverse weather events, disasters caused by human neglect or intervention, war, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.

14. ENTIRE AGREEMENT

This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

15. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

16. MISCELLANEOUS

- A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.
- B. The terms "City of Hialeah" and "City of Hialeah Gardens" as herein contained shall include the singular and/or the plural, the masculine, the feminine and/or the neuter wherever and whenever the context so requires or admits.
- C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, the City of Hialeah or the City of Hialeah Gardens, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.
- E. Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective city and that each city has the required power and authority to perform this agreement.
- F. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.


(THIS SPACE IS LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

CITY OF HIALEAH

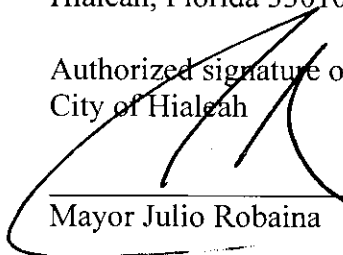
City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:



Rafael E. Granado
City Clerk

Authorized signature on behalf of
City of Hialeah



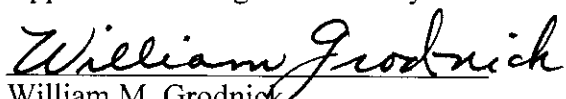
Mayor Julio Robaina

8-7-07

Date

(SEAL)

Approved as to legal sufficiency and form:



William M. Grodnick
City Attorney

CITY OF HIALEAH GARDENS

City of Hialeah Gardens
10001 N.W. 87th Avenue
Hialeah Gardens, Florida

Attest:



Maria Joffe
City Clerk

Authorized signature on behalf of
City of Hialeah Gardens



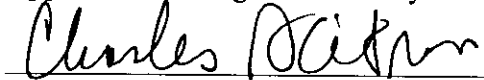
Yioset De La Cruz
Mayor

9-5-07

Date

(SEAL)

Approved as to legal sufficiency and form:



Charles Citrin
City Attorney